

STATE OF MICHIGAN
 DEPARTMENT OF MANAGEMENT AND BUDGET
 ACQUISITION SERVICES
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

April 13, 2005

NOTICE
 TO
 CONTRACT NO. 071B5200278
 between
 THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF VENDOR Sanofi Pasteur, Inc Discovery Drive Swiftwater, PA 18370-0187 Phone orders: (800) 822-2463	TELEPHONE: Tami Binder Ph (570) 839-7187 Fx (800) 561-1216 VENDOR NUMBER/MAIL CODE BUYER/CA (517) 373-4245 Darleen Burnham-Heim, CPPB
Contract Compliance Inspector: Darleen Burnham-Heim Fluzone Influenza Virus Vaccine – Statewide Usage	
CONTRACT PERIOD: From: April 1, 2005 To: March 1, 2006	
TERMS Net 30 Days (2% savings for on-line ordering)	SHIPMENT As Specified
F.O.B. Delivered	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS N/A	

THIS CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT

The terms and conditions of this Contract are those of the Minnesota Multistate Contracting Alliance for Pharmacy (MMCAP)'s Contract #MMS25091. This Contract is between MMCAP and Sanofi Pasteur, a division of Aventis Pasteur, Inc. In the event of any conflicts between the specifications, terms and conditions indicated by the MMCAP and those indicated by the vendor, those of the MMCAP take precedence.

Price:

10-Dose Vial: \$96.52 (multiple dose, 5ml (1) MDV 9.65 per dose)
Luer-Lok Pre-filled Syringes: \$129.85 (box of 10 syringes, 0.5ml/10bx syringes, 12.98 per dose)
Luer-Lok Pediatric Pre-filled Syringes: \$120.05 (box of 10 syringes, 0.25ml, 12.00 per dose)

See attached Ordering Information and Pre-Book Flu Order Request Form

Estimated One (1) Year/Season Contract Cost: \$101,268.00

STATE OF MINNESOTA MULTISTATE CONTRACTING ALLIANCE FOR
PHARMACY Influenza Vaccine

This contract is between the State of Minnesota, acting through its Commissioner of Administration, on behalf of Minnesota Multistate Contracting Alliance for Pharmacy ("MMCAP"), and Sanofi Pasteur Inc. ("Vendor").

Under Minn. Stat. § 16C.03, the Commissioner of Administration on behalf of MMCAP is empowered to engage such assistance as deemed necessary.

MMCAP is a group purchasing organization which contracts for pharmaceuticals for its members' use. Participation in MMCAP is limited to facilities within member states that are specifically permitted by the member state's statutes to purchase goods from the member state's contracts. Participation is generally available to facilities run by state agencies, cities, townships, and counties ("MMCAP Participating Facilities").

The Vendor wishes to contract with MMCAP to supply influenza vaccine.

Contract

1 Term of Contract

1.1 *Effective date*: April 1, 2005, or the date the MMCAP obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.

1.2 *Expiration date*: March 1, 2006, or as cancelled pursuant to clause 15.

1.3 *Survival of Terms*. The following clauses survive the expiration or cancellation of this contract: 5. Liability; 6. State Audits; 7. Publicity and Endorsement; 8. Governing Law, Jurisdiction, and Venue; and 14. Data Disclosure.

2 Contracted Pharmaceuticals

2.1 *Products*. The Vendor will reserve 3,800,000 doses of Fluzone® influenza vaccine for MMCAP and its members for the 2005/2006 influenza season. Vendor's commitment to reserve and/or ship doses is expressly conditioned upon there being adequate nationwide supplies of influenza vaccine and the Centers for Disease Control and Prevention (CDC) not having implemented preferential immunization or taken other steps to influence the distribution of vaccine supplies.

Pricing: All Fluzone® products are non-returnable.

Fluzone® Influenza Virus Vaccine -- 6 months of age and older
5ml/10-dose vial, NDC 49281-376-15
\$96.52 + \$7.50 Federal Excise Tax = \$104.02
This presentation is capped at 369,500 vials.

Fluzone® Influenza Virus Vaccine, No Preservative - 36 months of age and older
10 Luer-Lok™ syringes (0.5mL) per package, NDC 49281-005-50
\$129.85 + \$7.50 Federal Excise Tax = \$137.35
This presentation is capped at 750 packages.

Fluzone® Influenza Virus Vaccine, No Preservative: Pediatric Dose - 6 months to 35 months of age
10 Luer-Lok™ syringes (0.25mL) per package, NDC 49281-005-25
\$120.05 + \$7.50 Federal Excise Tax = \$127.55
This presentation is capped at 300 packages.

Prices do not include Federal Excise Tax of \$7.50/unit.

Payment terms are Net 30 days for any items shipped.

Prebooking: Begins April 4, 2005, with a cutoff date of May 31, 2005, or when MMCAP achieves its reserved doses, whichever occurs first. After cutoff occurs, requests will be processed subject to availability. Vendor reserves the right to limit requests (by NDC) for MMCAP and/or its members to no more than 100% of MMCAP's or an individual member's annual Vendor purchase of Flu zone doses calculated over the previous year. New customers shall be limited to an average number of doses previously purchased by like facilities in their customer segment.

Ordering Process:

Orders, which are placed on a direct only basis, may be processed by:

Mail: Customer Account Management
Sanofi Pasteur Inc.
Discovery Drive
Swiftwater, PA 18370-0187

Phone: 1-800-822-2463

Fax: 1-800-561-1216

On-line: www.vaccineshoppe.com *

* An additional 2% savings is available for all requests placed through Vendor's on-line channels.

Fluzone® requests placed through the wholesaler chargeback mechanism are not permitted and chargebacks will not be honored.

As a result of the extraordinary circumstances of the 2004-2005 influenza immunization season, a special process has been developed to ensure proper contingency planning in the event of shortages during the 2005-2006 influenza season. When prebooking, members will be asked to place TWO alternative requests in order to give Vendor the flexibility to respond appropriately and promptly to developments in the nationwide vaccine supply.

REQUEST 1

TOTAL INFLUENZA VACCINE REQUEST : this would represent the number of doses each agency would normally need if there were an adequate supply of vaccine, and the CDC does NOT implement preferential immunization or take other steps to influence the distribution of vaccine supplies. Each agency's request should include all doses needed for the Priority Group and Other Group. For clarification, see definitions below.

REQUEST 2

PRIORITY GROUP VACCINE REQUEST - this would represent the number of doses each agency would need if there were limited supplies of vaccine and the CDC does implement preferential immunization or take other steps to influence the distribution of vaccine supplies. Each agency's request should include only doses needed for the Priority Group. For clarification, see definitions below.

Priority Group

- . Adults aged: 65 years;
- . Persons aged 2 - 64 years with underlying chronic medical conditions; . All women who will be pregnant during the influenza season;

- . All children aged 6-23 months;
- . Health-care workers involved in direct patient care;
- Out-of-home caregivers and household contacts of children aged < 6 months;
- Residents of nursing homes and long-term care facilities;
- . Children aged 6 months - 18 years on chronic aspirin therapy.

Other Group

- . Contacts of high-risk children and adults
- . Healthy persons 50-64 years
- . 2-49 years without high-risk conditions

Ultimately only one request will be used. Vendor will not process both requests. If the CDC announces there will be adequate influenza vaccine supplies, Vendor will consider REQUEST 1. If the CDC announces that vaccine supplies may be limited or takes other steps to influence the distribution of vaccine supplies, Vendor will consider REQUEST 2.

Each agency will receive confirmation of receipt of their requests via e-mail or fax within 72 hours. Prior to shipping, each agency will receive notification of which of their requests Vendor is processing, and the amount of vaccine to be processed.

Distribution Policy:

All direct customers will receive a partial shipment by October 15, 2005, with the balance to be completed by December 15, 2005. Vendor reserves the right to schedule shipments and/or make partial shipments with prior notification. Shipment of any portion of MMCAP members' requested doses shall not constitute acceptance by Vendor of the unshipped balance of the requested doses.

Reporting:

Vendor will provide periodic reports to MMCAP through the prebook season, at the end of pre book season, and a final shipping report.

Confirmation Process:

Vendor will confirm receipt of requests, in writing, with each participating facility within 2-3 business days of receipt. This document will confirm order quantity, package presentation, price, and provide an order reference number. Vendor will confirm product shipment with participating facilities approximately two weeks prior to shipment(s). This confirmation will be sent in writing or via e-mail (depending on the participating facilities' preference) for the customer to respond back with approval to ship. If the facility does not confirm shipment within two attempts, the doses requested by that facility will be released to the general public for sale.

Duty to Warn:

MMCAP Participating Facilities must agree to accept the following "Duty to Warn" clause:

MMCAP Participating Facility represents and agrees that it will take all appropriate steps to assure that all products supplied hereunder pursuant to the terms of the contract, shall be administered to each patient on the basis of an individualized medical judgment by a physician; and MMCAP Participating Facility will take all appropriate steps to provide such patient, parent, or guardian meaningful warnings relating to the risks and benefits of vaccination, in forma and language understandable to such patient, parent, or guardian.

2.2 First DataBank. All contracted product(s) must be included in the database of First DataBank, Inc.

2.3 MMCAP Participating Facilities. The Vendor must accept orders from and extend the contract prices to all MMCAP Participating Facilities. The Vendor must allow qualified new state agencies and political

subdivisions joining MMCAP to be added to the current participants' list and access contract prices throughout the term of this contract. MMCAP reserves the right to add and delete other members, state and political subdivision facilities, during the life of this contract.

2.4 *Administrative Fee.* Deleted in its entirety.

2.5 *DEA Number and HIN Numbers.* The Vendor may not require that an MMCAP Participating Facility have a Drug Enforcement Administration number assigned to it in order to be eligible for contracted prices. The Vendor may require a Health Industry Number from MMCAP Participating Facilities.

2.6 *Own Use.* Product sold under any resultant contract to MMCAP shall be for purchaser's "own use" only and shall not be subject to resale.

"Purchaser hereby certifies and represents to seller that it is a non-profit institution purchasing the products described herein for its own use as defined in Portland Retail Druggist's Association vs. Abbott Laboratories et. al., and that the products are not for dispensation to persons who are not patients, physicians or employees of the buyer or for other nonexempt dispensation. Purchaser further certifies that, in the event of any nonexempt use of these products, purchaser will submit to seller an accounting of such use, to be followed by an appropriate price adjustment. Additionally, violations of this policy, if proven, shall be treated as a breach of the Agreement of sales between an individual member or authorized purchaser and Sanofi Pasteur Inc."

2.7 *Product Dating.* All products supplied to MMCAP Participating Facilities must still be usable on the date received by the MMCAP Participating Facility.

3 *Authorized Representatives.* MMCAP's Authorized Representative is the Assistant Division Director, Materials Management Division, Department of Administration, 50 Sherburne Avenue, St. Paul, MN 55155.

The Vendor's Authorized Representative is Tami M. Binder at Discovery Drive, Swiftwater, PA 18370.

4 *Assignment, Amendments, Waiver, and Contract Complete*

4.1 *Assignment.* Neither the Vendor nor MMCAP may assign or transfer any rights or obligations under this contract without the prior consent of the parties and a fully executed Assignment Agreement.

4.2 *Amendments.* Any amendment to this contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original contract, or their successors in office. However, member states may prepare a "Participating Addendum" to this contract, if required. A "Participating Addendum" is an instrument that may be used in limited circumstances where the standard MMCAP contract terms and conditions do not include provision(s) required by the laws of the member state or when the standard MMCAP contract terms and conditions conflict with the laws of the member state. If these circumstances exist, a member state may prepare a "Participating Addendum" to set forth additional or altered terms and conditions agreeable to the member state, the Vendor, and MMCAP. The "Participating Addendum" applies only to the relationship between the state initiating the addendum and the Vendor. A "Participating Addendum" does not affect the rights of the other states or the obligation of the Vendor to the other states. The member state is responsible for creating and negotiating any "Participating Addendum" and must notify the MMCAP Authorized Representative and provide a copy of the "Participating Addendum" for approval prior to its execution.

4.3 *Waiver.* If MMCAP fails to enforce any provision of this contract, that failure does not waive the provision or its right to enforce it.

4.4 *Contract Complete.* This contract contains all negotiations and agreements between MMCAP and the Vendor.

5 *Liability.* The Vendor must indemnify, save, and hold MMCAP, its agents, and employees harmless from any claims or causes of action, including attorneys' fees incurred by MMCAP, arising out of the performance

of this contract by the Vendor or the Vendor's agents or employees; or injury or death to person(s) or property, alleged to have been caused by some defect in products under this contract, when the product has been supplied by and dispensed strictly in accordance with federal, state, and local regulations and the applicable provisions of the package insert. This clause will not be construed to bar any legal remedies the Vendor may have for MMCAP's failure to fulfill its obligations under this contract.

In no event shall either party be liable to the other party, or to the successors or assigns of the other party or any other person, for any indirect, incidental, special or consequential damages, costs, losses or expenses, including, without limitation, lost profits, costs of delay, failure of delivery, or loss of business or interruption of business, arising out of or from any breach or non-performance of this Agreement or otherwise, even if advised of the possibility of any such claim. Acceptance by any MMCAP member of any Fluzone® vaccine shall constitute a waiver by such member of any claim for damages on account of any delay in delivery of such vaccine.

6 State Audits. Pursuant to Minn. Stat. § 16C.05, subd. 5, "the [Vendor's] books, records, documents, and accounting procedures and practices relevant to this contract are subject to examination by MMCAP and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years' from the end of this contract.

7 Publicity and Endorsement

7.1 Publicity. Any publicity regarding the subject matter of this contract must not be released without prior written approval from the Authorized Representatives. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this contract.

7.2 Endorsement. The Vendor must not claim that MMCAP endorses its products or services.

8 Governing Law, Jurisdiction, and Venue. Minnesota law, without regard to its choice-of-law provisions, governs this contract. Venue for all legal proceedings out of this contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota. Except to the extent that the provisions of this Agreement are clearly inconsistent therewith, this contract will be governed by the Uniform Commercial Code (UCC) as adopted by the State of Minnesota. To the extent this contract entails delivery or performance of services, such services will be deemed "goods" within the meaning of the UCC except when to do so is unreasonable.

9 Antitrust. The Vendor hereby assigns to the State of Minnesota any and all claims for overcharges as to goods and/or services provided in connection with this agreement resulting from antitrust violations that arise under the antitrust laws of the United States and the antitrust laws of the State of Minnesota.

10 Force Majeure. Vendor will not be liable for delays in shipment, reductions of shipment amounts or default in delivery for any cause beyond Vendor's reasonable control including but not limited to (a) an actual or potential national shortage of influenza vaccine; (b) actions by federal, state or local governmental agencies, units, bodies or officials relating to an actual or potential national shortage of influenza vaccine, including but not limited to orders, guidelines, recommendations or requests to limit, alter, or change vaccine sales or distribution or to limit the persons who should be vaccinated; (c) government action (to the extent such action is not covered by the preceding subparagraph), public health emergencies, war, riots, civil commotion, embargoes, acts of terrorism, or martial laws; (d) Vendor's inability to obtain necessary materials from its usual sources of supply; (e) shortage of labor, raw material, production or transportation facilities or other delays in transit; (f) labor difficulty involving employees of Vendor or others; (g) fire, flood or other casualty; or (h) other contingencies of manufacture or shipment. In the event of any delay in Vendor's performance due in whole or in part to any cause beyond Vendor's reasonable control, Vendor shall have such additional time for performance as may be reasonably necessary under the circumstances. If by reason of any such force

majeure event, the quantities of any vaccine, or any other materials used in the production thereof, reasonably available to Vendor shall be less than its total needs to fulfill orders or prebook requests for vaccine, Vendor may allocate its available supply of any such vaccine among its existing or prospective buyers and/or its affiliates in such manner as Vendor deems proper, without thereby incurring liability for failure to perform under this agreement.

11 Severability. If any provision of the resulting Contract, including items incorporated by reference, is found to be illegal, unenforceable or void, then both MMCAP and the Vendor will be relieved of all obligations arising under such provisions; if the remainder of the resulting contract is capable of performance it will not be affected by such declaration or finding and must be fully performed.

12 Default and Remedies. Either of the following constitutes cause to declare the contract or any order under this contract in default:

- (a) Nonperformance of contractual requirements; or
- (b) A material breach of any term or condition of this contract.

Written notice of default, and a reasonable opportunity to cure, must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages.

If the default remains after the opportunity for cure, the nondefaulting party may:

- (a) Exercise any remedy provided by law or equity;
- (b) Terminate the contract or any portion thereof, including any orders issued against the contract; or (c) Impose liquidated damages, as specified in the solicitation or contract.

13 Insurance Requirements. The Vendor will provide a certificate of insurance for each type of insurance immediately upon execution of this contract. Each policy must contain a 30-day notice of cancellation, nonrenewal, or material change to all named and additional insureds.

13.1 The Vendor must maintain and furnish satisfactory evidence of the following insurance policies:

Commercial General Liability: The Vendor will be required to maintain through the term of this contract insurance protecting it from claims for damages for personal injury, bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage including loss of use which may arise from operations under the Contract whether the operations are by the Vendor or by a subcontractor or by anyone directly or indirectly employed under the contract. Insurance minimum amounts will be as follows:

\$5,000,000.00 - per occurrence
\$5,000,000.00 - annual aggregate

In addition, the following coverage should be included:

Personal Injury
Bodily Injury and Property Damage Products
and Completed Operations Liability Blanket
Contractual Liability
Name MMCAP as an Additional Insured

13.2 The Vendor will be required to:


- A. Include legal defense fees in addition to its liability policy limits; and
- B. Obtain insurance policies from an insurance company having an "AM BEST" rating of A-VIII or better.

13.3 MMCAP will reserve the right to immediately terminate the contract if the Vendor is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against the Vendor. All insurance policies must be open to inspection by MMCAP, and copies of policies must be submitted to MMCAP's Authorized Representative upon written request.

14 Data Disclosure. In the event MMCAP obtains the Vendor's Federal Tax Identification Number, the Vendor consents to disclosure of its federal employer tax identification number to federal and State of Minnesota agencies and personnel involved in the payment of State of Minnesota obligations. These identification numbers may be used in the enforcement of federal and State of Minnesota laws that could result in action requiring the Vendor to file state tax returns, pay delinquent state tax liabilities, if any, or pay other state liabilities.

15 Cancellation. MMCAP or the Vendor may cancel this contract at any time, with or without cause, upon 60 days' written notice to the other party. In the event of such a cancellation, the Vendor will be entitled to payment, determined in a pro rata basis, for work or services satisfactorily performed.

Sanofi Pasteur Inc.

By: 
Title: Manager, Government Contracts
Date: April 1, 2005

By:
Title:
Date:

MMCAP

Pursuant to Delegation

By: Sara Turbow
Title: MMCAP AMS, Sr.
Date: 4/1/05

Commissioner of Administration

Pursuant to Delegation

By: Brenda Willard
Title: Acq. Manager
Date: 4/1/05

Sanofi Pasteur Influenza Vaccine Ordering Begins Monday, April 4

Ordering is slightly different than in previous years.
Please read carefully!

2005-2006 Ordering, Pricing, Distribution Information

Sanofi Pasteur will reserve 3,800,000 doses of Fluzone® influenza vaccine for MMCAP and its members for the 2005/2006 influenza season. Sanofi Pasteur's commitment to reserve and/or ship doses is expressly conditioned upon there being adequate nationwide supplies of influenza vaccine and the Centers for Disease Control and Prevention (CDC) not having implemented preferential immunization or taken other steps to influence the distribution of vaccine supplies.

Pricing: All Fluzone® products are non-returnable.

Fluzone® Influenza Virus Vaccine -- 6 months of age and older
5ml 10-dose vial, NDC 49281-376-15
\$96.52 + \$7.50 Federal Excise Tax = \$104.02
This presentation is capped at 369,500 vials.

Fluzone® Influenza Virus Vaccine, No Preservative - 36 months of age and older
10 Luer-Lok(tm) syringes (0.5mL) per package, NDC 49281-005-50
\$129.85 + \$7.50 Federal Excise Tax = \$137.35
This presentation is capped at 750 packages.

Fluzone® Influenza Virus Vaccine, No Preservative: Pediatric Dose - 6 months to 35 months of
age
10 Luer-Lok(tm) syringes (0.25mL) per package, NDC 49281-005-25
\$120.05 + \$7.50 Federal Excise Tax = \$127.55
This presentation is capped at 300 packages.

Prices do not include Federal Excise Tax of \$7.50/unit.

Payment terms are Net 30 days for any items shipped.

Prebooking: Begins April 4, 2005, with a cutoff date of May 31, 2005, or when MMCAP achieves its reserved doses, whichever occurs first. After cutoff occurs, requests will be processed subject to availability.

Sanofi Pasteur reserves the right to limit requests (by NDC) for MMCAP and/or its members to no more than 100% of MMCAP's or an individual member's annual Sanofi Pasteur purchase of Fluzone doses calculated over the previous year. New customers shall be limited to an average number of doses previously purchased by like facilities in their customer segment.

Ordering Process:

Orders, which are placed on a direct only basis, may be processed by:

Mail: Customer Account Management
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Discovery Drive
Swiftwater, PA 18370-0187

Phone: 1-800-822-2463
Fax: 1-800-561-1216
On-line: www.vaccineshoppe.com*
*An additional 2% savings is available for all requests placed through Sanofi Pasteur's on-line channels.

Fluzone® requests placed through the wholesaler chargeback mechanism are not permitted and chargebacks will not be honored.

As a result of the extraordinary circumstances of the 2004-2005 influenza immunization season, a special process has been developed to ensure proper contingency planning in the event of shortages during the 2005-2006 influenza season. When prebooking, members will be asked to place TWO alternative requests in order to give Sanofi Pasteur the flexibility to respond appropriately and promptly to developments in the nationwide vaccine supply.

REQUEST 1

TOTAL INFLUENZA VACCINE REQUEST - this would represent the number of doses each agency would normally need if there were an adequate supply of vaccine, and the CDC does NOT implement preferential immunization or take other steps to influence the distribution of vaccine supplies. Each agency's request should include all doses needed for the Priority Group and Other Group. For clarification, see definitions below.

REQUEST 2

PRIORITY GROUP VACCINE REQUEST - this would represent the number of doses each agency would need if there were limited supplies of vaccine and the CDC does implement preferential immunization or take other steps to influence the distribution of vaccine supplies. Each agency's request should include only doses needed for the Priority Group. For clarification, see definitions below.

Priority Group -

- * Adults aged ≥ 65 years;
- * Persons aged 2 - 64 years with underlying chronic medical conditions;
- * All women who will be pregnant during the influenza season;
- * All children aged 6-23 months;
- * Health-care workers involved in direct patient care;
- * Out-of-home caregivers and household contacts of children aged < 6

months;

- * Residents of nursing homes and long-term care facilities;
- * Children aged 6 months - 18 years on chronic aspirin therapy.

Other Group -

- * Contacts of high-risk children and adults
- * Healthy persons 50-64 years
- * 2-49 years without high-risk conditions

Ultimately only one request will be used - Sanofi Pasteur will not process both requests. If the CDC announces there will be adequate influenza vaccine supplies, Sanofi Pasteur will consider REQUEST 1. If the CDC announces that vaccine supplies may be limited or takes other steps to influence the distribution of vaccine supplies, Sanofi Pasteur will consider REQUEST 2.

Each agency will receive confirmation of receipt of their requests via e-mail or fax within 72 hours. Prior to shipping, each agency will receive notification of which of their requests Sanofi Pasteur is processing, and the amount of vaccine to be processed.

Distribution Policy:

All direct customers will receive a partial shipment by October 15, 2005, with the balance to be completed by December 15, 2005. Sanofi Pasteur reserves the right to schedule shipments and/or make partial shipments with prior notification. Shipment of any portion of MMCAP members' requested doses shall not constitute acceptance by Sanofi Pasteur of the unshipped balance of the requested doses.

Confirmation Process:

Sanofi Pasteur will confirm receipt of requests, in writing, with each participating facility within 2-3 business days of receipt. This document will confirm order quantity, package presentation, price, and provide an order reference number.

Sanofi Pasteur will confirm product shipment with participating facilities approximately two weeks prior to shipment(s). This confirmation will be sent in writing or via e-mail (depending on the participating facilities' preference) for the customer to respond back with approval to ship. If the facility does not confirm shipment within two attempts, the doses requested by that facility will be released to the general public for sale.

Duty to Warn:

MMCAP Participating Facilities must agree to accept the following "Duty to Warn" clause:

MMCAP Participating Facility represents and agrees that it will take all appropriate steps to assure that all products supplied hereunder pursuant to the terms of the contract, shall be administered to each patient on the basis of an individualized medical judgment by a physician; and MMCAP Participating Facility will take all appropriate steps to provide such patient, parent, or guardian meaningful warnings relating to the risks and benefits of vaccination, in form and language understandable to such patient, parent, or guardian.

Own Use. Product sold under the contract with MMCAP shall be for purchaser's "own use" only and shall not be subject to resale.

"Purchaser hereby certifies and represents to seller that it is a non-profit institution purchasing the products described herein for its own use as defined in Portland Retail Druggist's Association vs. Abbott Laboratories et. al., and that the products are not for dispensation to persons who are not patients, physicians or employees of the buyer or for other nonexempt dispensation. Purchaser further certifies that, in the event of any nonexempt use of these products, purchaser will submit to seller an accounting of such use, to be followed by an appropriate price adjustment. Additionally, violations of this policy, if proven, shall be treated as a breach of the Agreement of sales between an individual member or authorized purchaser and Sanofi Pasteur Inc."

2005-2006 FLUZONE[®], Influenza Virus Vaccine REQUEST FORM

Customer Number _____
Customer Name _____
Address _____
City/State _____
Zip Code _____
Contract Name _____

Telephone Number _____
Purchase Order # _____
Fax Number _____
Contact Name _____
E-Mail Address _____
Contract Number _____

Item	TOTAL INFLUENZA VACCINE REQUEST†		PRIORITY GROUP VACCINE REQUEST‡	
	Units*	Doses	Units*	Doses
49281-376-15 Fluzone®, Influenza Virus Vaccine 10-dose vial (5mL)				
49281-005-50 Fluzone®, Influenza Virus Vaccine, No Preservative 10 BD Luer-Lok™ syringes (0.5mL) (Needles not included)				
49281-005-25 Fluzone®, Influenza Virus Vaccine, No Preservative: Pediatric Dose 10 BD Luer-Lok syringes (0.25mL) (Needles not included)				

All fields are required to process your request. If you do NOT want a particular presentation please fill in zero for that field.
***1 unit = 10 doses (example 10 units = 100 doses)**

† TOTAL INFLUENZA VACCINE REQUEST = This would represent the number of doses you would normally need if there were an adequate supply of vaccine, and the Centers for Disease Control and Prevention (CDC) does NOT implement preferential immunization or take other steps to influence the distribution of vaccine supplies. Your request should include all doses needed for both groups. Please refer to the enclosed copy of the 2005-2006 Influenza Immunization Groups.

‡ PRIORITY GROUP VACCINE REQUEST = This would represent the number of doses you would need if there were a limited supply of vaccine, and the CDC does implement preferential immunization or take other steps to influence the distribution of vaccine supplies. Your request should include only doses needed for the Priority Group.

Please refer to the enclosed copy of the 2005-2006 Influenza Immunization Groups.

All requests are subject to sanofi pasteur's terms and conditions of sale in effect at the time of shipment confirmation, copies of which are available upon request or at www.vaccineshoppe.com. All prebooked requests will be processed with the same attention and care, whether the request was placed on-line, via fax, or over the telephone. Due to the uncertain nature of future vaccine supplies, we cannot guarantee that any particular amount of influenza vaccine will be shipped.

Acceptance of Fluzone vaccine requests is subject to credit review. Fluzone vaccine is a **NON-RETURNABLE** product.

MKT9880

Please complete form and fax to 1-800-561-1216